

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Parks and Land Division

DATE: July 5, 2022

REQUESTED ACTION: Approve a resolution authorizing the County Manager to execute deeds of right to meet the grant requirements for project agreement number 18-1412 with the Washington State Recreation and Conservation Office.

 X Consent Hearing County Manager

BACKGROUND

In November 2017, the Clark County Council approved Resolution No. 2017-11-06, authorizing ten projects as a part of the \$7 million Conservation Futures bond. Two acquisitions, Paula A. Parnell - Davis, tax parcel 212166-000 and Dean D. Swanson, tax parcel 212161-000 are components of one of those projects, the East Fork Lewis River Mason Creek project. Council authorized the use of the Conservation Futures bond revenues for this project via Staff Report No. 054-18 and Resolution No 2018-02-07.

These acquisitions are partially funded through a Project Agreement between the Washington State Recreation and Conservation office (RCO) and Clark County, approved by Council via Staff Report No. 015-19 and Resolution 2019-02-03. The purchase of these two properties was authorized by Council in October 2021 under Staff Report 188-21 and Resolution No. 2021-10-11.

As a part of the Project Agreement process, RCO requires recording of deeds of right for both properties. A deed of right for these properties conveys and grants to the State of Washington individually and as the representative of all of the people of the State, the right to use real property for outdoor recreation purposes. This is a standard requirement of any RCO acquisition process.

Staff requests approval of a resolution authorizing the County manager to execute the deeds of right for project agreement number 18-1412 with the Washington State Recreation and Conservation Office (RCO). This request meets the funding source compliance policy and helps to close the Project Agreement.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

These actions are standard policy for acquisitions and involving RCO funding.

COMMUNITY OUTREACH

There is no public involvement in the processing of a deed of right.

PW22-142

REVIEWED: LAS

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$300
Grant Fund Dollar Amount	\$0
Account	3085
Company Name	State of Washington, Recreation and Conservation Office (RCO)

DISTRIBUTION:

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

ATTACHMENTS: (1) Resolution – Deed of Right (2); Deed of Right – Davis property and (3); Deed of Right – Swanson property

Rocky Houston

Rocky Houston
Parks & Land Division Manager

Sherry Villafane

Sherry Villafane
Department Finance Manager

Eva Haney

Eva Haney, CGFM
Public Works Director

Primary Staff: Lynde Wallick, ext. 1692

APPROVED:

CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: _____

SR# _____

PW22-142

REVIEWED: LES

**CLARK COUNTY, WASHINGTON
RESOLUTION NO. _____**

IN THE MATTER OF DEED OF RIGHT FOR MASON CREEK PLANNING AND ACQUISITION PROJECT

WHEREAS, the County Council of Clark County Washington is in regular session on this 5th day of July 2022; and,

WHEREAS, Clark County acquired, or is improving, the parcels listed below with grant funds from Washington State Recreation and Conservation Office (RCO); and,

WHEREAS, the grant from RCO required the filing of Deeds of Right against the parcels to secure RCO's interest in the same; and,

WHEREAS, conveying and recording appropriate Deeds of Right, as stated below, is in accord with the grant requirements.

Document

Deed of Right

Parcel No. 212116-000
Davis Property

and

Deed of Right

Parcel No. 212161-000
Swanson Property

Data

FROM:

TO:

Clark County, Washington

Washington State Recreation and Conservation Funding
Board and the Washington State Recreation and
conservation Office

FROM:

TO:

Clark County, Washington

Washington State Recreation and Conservation Funding
Board and the Washington State Recreation and
conservation Office

NOW THEREFORE, IT IS HEREBY RESOLVED, that the County Manager should execute, record and properly file the above-listed Deeds of Right.

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IT IS FURTHER RESOLVED that copies of this Resolution should be filed with the County Auditor,
County Engineer and in the records of the County Council.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

ATTEST:

Clerk to the Council

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: Bill Richardson
William Richardson
Deputy Civil Attorney

Karen Dill Bowerman, Chair/District 3

Temple Lentz, District 1

Julie Olson, District 2

Gary Medvigy, District 4

Richard Rylander, District 5

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Amee Bahr

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Davis Property

Grantor: Clark County, Washington

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE, including any
successor agencies.

Abbreviated
Legal

Description: #22 SEC 13 T4N R1EWM 24.25A (More particularly described in Exhibit "A"
(Legal Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 212116-000

Reference Numbers of Documents Assigned or Released: 5993843 D Warranty Deed
5729448 D Boundary Line Adjustment

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the Salmon Federal Projects Account. Such grant is made pursuant to the Project Agreement



entered into between the Grantor and the Grantee entitled Mason Creek Planning & Acquisition, Project Number 18-1412 signed by the Grantor on the 26th day of February 2019 and the Grantee the 7th day of March 2019 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian restoration. This habitat supports or may support priority species or groups of species including but not limited to coho, steelhead and chum salmon.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
3. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property



prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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GRANTOR:

Clark County, Washington

By: _____

Name: Kathleen Otto

Title: County Manager

Dated this _____ day of _____, 20_____

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Kathleen Otto is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the County Manager for the Grantor, Clark County, Washington and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____.

My commission expires _____.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE
FOLLOWS



GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE
SALMON RECOVERY FUNDING BOARD, administered by the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott Robinson

Title: Deputy Director

Dated this 20th day of April, 2022

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott T. Robinson
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and acknowledge
it as the Deputy Director for the Recreation and Conservation Office and to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 04/20/2022

Signed: Lanlalit Nicolai

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 04/18/2025



EXHIBIT A
Legal Description

A PARCEL OF LAND LOCATED IN A PORTION OF NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13:

THENCE SOUTH 88°56'36" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 976.52 FEET TO THE CENTERLINE OF MASON CREEK, MORE OR LESS;

THENCE ALONG THE CENTERLINE OF SAID MASON CREEK THE FOLLOWING COURSES AND DISTANCES, MORE OR LESS

THENCE SOUTH 18°03'05" EAST, FOR A DISTANCE OF 109.40 FEET;

THENCE SOUTH 60°58'48" EAST, FOR A DISTANCE OF 184.64 FEET;

THENCE SOUTH 45°32'39" EAST, FOR A DISTANCE OF 181.37 FEET;

THENCE NORTH 82°58'17" EAST, FOR A DISTANCE OF 121.54 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE "BONNEVILLE POWER ADMINISTRATION POWER LINE RIGHT OF WAY (FEE)", AS DESCRIBED AND RECORDED UNDER CLARK COUNTY, WASHINGTON AUDITORS FILE NUMBER E 4186;

THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 79°04'59" EAST, FOR A DISTANCE OF 258.63 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF SAID "BONNEVILLE POWER ADMINISTRATION POWER LINE RIGHT OF WAY (FEE)";

THENCE LEAVING SAID EAST RIGHT OF WAY LINE, NORTH 86°16'35" EAST, FOR A DISTANCE OF 78.95 FEET;

THENCE SOUTH 70°46'44" EAST, FOR A DISTANCE OF 48.33 FEET;

THENCE SOUTH 50°36'37" EAST, FOR A DISTANCE OF 57.79 FEET;

THENCE SOUTH 34°20'12" EAST, FOR A DISTANCE OF 85.51 FEET;

THENCE SOUTH 18°55'41" EAST, FOR A DISTANCE OF 66.43 FEET, MORE OR

LESS, TO THE NORTH LINE OF THE "DAVIS" PARCEL AS DESCRIBED AND RECORDED UNDER CLARK COUNTY, WASHINGTON AUDITORS FILE NUMBER 3986732;

THENCE ALONG THE NORTH LINE OF SAID "DAVIS" PARCEL, THE FOLLOWING COURSES AND DISTANCE;

THENCE SOUTH 36°28'07" EAST, FOR A DISTANCE OF 229.94 FEET

THENCE SOUTH 76°40'19" EAST, FOR A DISTANCE OF 287.62 FEET;

THENCE SOUTH 52°01'32" EAST, FOR A DISTANCE OF 344.78 FEET;



THENCE LEAVING SAID NORTH LINE, SOUTH 19°36'54" WEST, FOR A DISTANCE OF 108.53 FEET;

THENCE SOUTH 01°42'04" WEST, FOR A DISTANCE OF 1.24 FEET, TO THE SOUTH LINE OF SAID "DAVIS" PARCEL, SAID POINT HEREINAFTER KNOW AS POINT "A"

THENCE NORTH 78°11'26" WEST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 870.05 FEET TO THE EAST RIGHT OF WAY LINE OF SAID "BONNEVILLE POWER ADMINISTRATION POWER LINE RIGHT OF WAY (FEE)";

THENCE LEAVING SAID EAST RIGHT OF WAY LINE, NORTH 87°18'14" WEST, ALONG THE WESTERLY EXTENSION OF SAID SOUTH LINE, FOR A DISTANCE OF 251.68 FEET TO THE WEST RIGHT OF WAY LINE OF SAID "BONNEVILLE POWER ADMINISTRATION POWER LINE RIGHT OF WAY (FEE)";

THENCE NORTH 03°55'33" WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 399.49 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID "DAVIS" PARCEL;

THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 87°31'14" WEST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1343.10 FEET TO AN ANGLE POINT IN SAID SOUTH LINE;

THENCE SOUTH 01°36'27" WEST, CONTINUING ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1586.77 FEET, MORE OR LESS, TO THE CENTERLINE OF THE "EAST FORK OF THE LEWIS RIVER";

THENCE LEAVING SAID SOUTH LINE, SOUTH 87°34'27" WEST, ALONG SAID CENTERLINE, FOR A DISTANCE OF 26.33 FEET, MORE OR LESS;

THENCE SOUTH 71°43'10" WEST, CONTINUING ALONG SAID CENTERLINE, FOR A DISTANCE OF 74.33 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE LEAVING SAID CENTERLINE, NORTH 01°17'45" EAST, ALONG SAID WEST LINE, FOR A DISTANCE OF 2085.02 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO THE EASEMENTS AS DESCRIBED IN THE "DAVIS" PARCEL, AND RECORDED UNDER CLARK COUNTY, WASHINGTON AUDITORS FILE NUMBER 3986732;

TOGETHER WITH AND SUBJECT TO THE FOLLOWING DESCRIBED INGRESS AND EGRESS AND UTILITY EASEMENTS;

EASEMENT 1

BEGINNING AT THE AFOREMENTIONED POINT "A"

THENCE NORTH 78°11'26" WEST, ALONG SAID SOUTH LINE OF AFOREMENTIONED "DAVIS" PARCEL, FOR A DISTANCE OF 60.95 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 19°36'54" EAST, FOR A DISTANCE OF 137.90 FEET TO THE NORTH LINE OF AFOREMENTIONED "DAVIS" PARCEL.



THENCE SOUTH 52°01'32" EAST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 63.22 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 19°36'54" WEST, FOR A DISTANCE OF 108.53 FEET;

THENCE SOUTH 01°42'04" WEST, FOR A DISTANCE OF 1.24 FEET TO THE POINT OF BEGINNING;
EASEMENT 2

COMMENCING AT THE AFOREMENTIONED POINT "A"

THENCE NORTH 78°11'26" WEST, ALONG SAID SOUTH LINE OF AFOREMENTIONED "DAVIS"
PARCEL, FOR A DISTANCE OF 147.26 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 78°11'26" WEST, CONTINUING ALONG SAID SOUTH LINE, FOR A DISTANCE OF
34.52 FEET;

THENCE LEAVING SAID SOUTH LINE, SOUTH 42°47'23" EAST, FOR A DISTANCE OF 169.75, MORE
OF LESS TO THE LINE OF A 60-FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS
DESCRIBED IN THE "DAVIS" PARCEL, AND RECORDED UNDER CLARK COUNTY, WASHINGTON
AUDITORS FILE NUMBER 3986732;

THENCE NORTH 01°42'04" EAST, ALONG SAID WEST LINE, FOR A DISTANCE OF 28.54 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 42°47'23" WEST, FOR A DISTANCE OF 121.25 FEET TO
THE TRUE POINT OF BEGINNING;

EXCEPT: THAT PORTION THEREOF LYING WITHIN BONNEVILLE POWER ADMINISTRATION,
POWER LINE

RIGHT-OF-WAY AS CONDEMNED IN THE DISTRICT COURT OF THE UNITED STATES OF THE
WESTERN DISTRICT OF

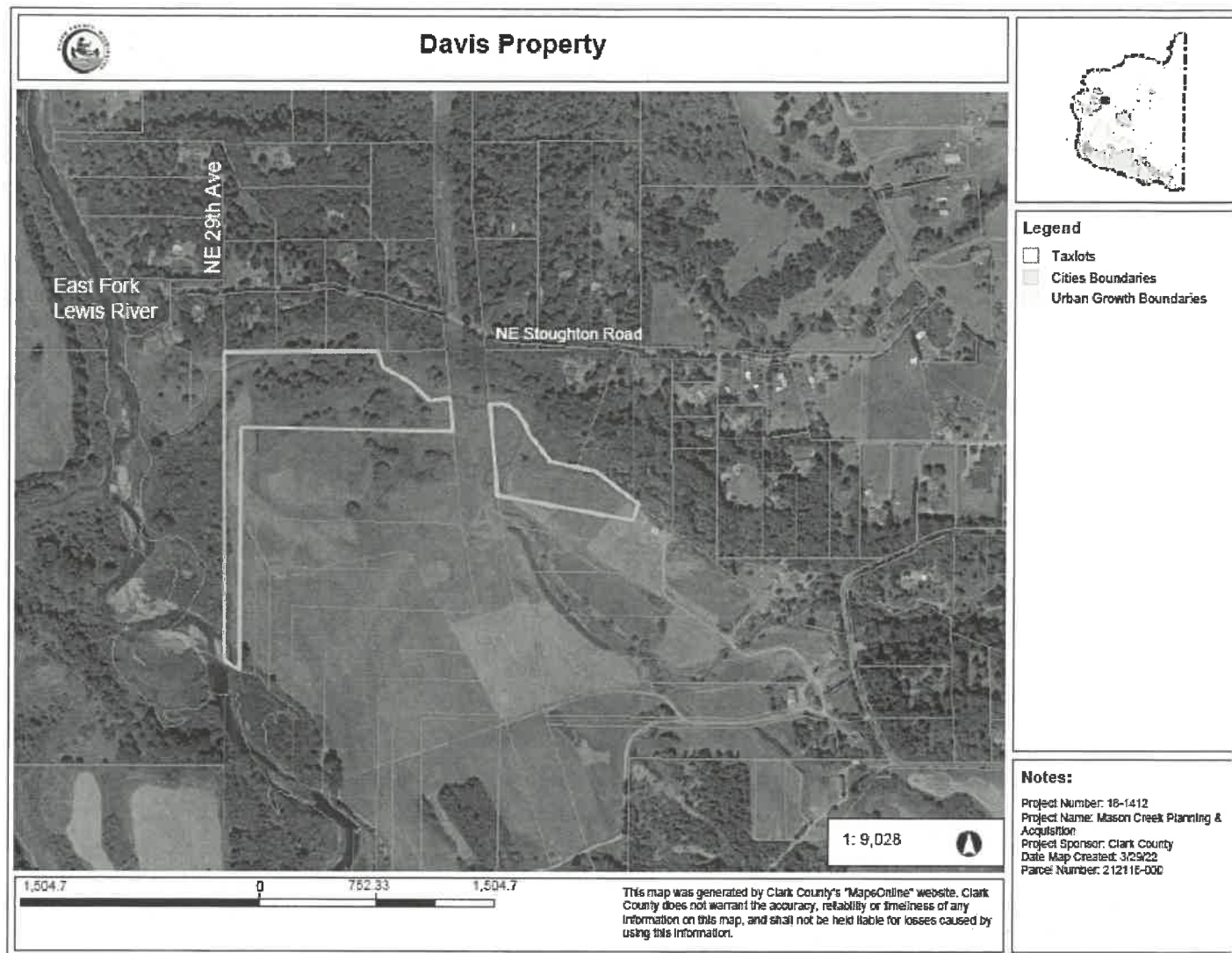
WASHINGTON, SOUTHERN DIVISION, CAUSE NO. 38, AND AS DESCRIBED AND RECORDED UNDER
CLARK COUNTY, WASHINGTON AUDITORS FILE NUMBER E 4186;

TOGETHER WITH AND SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

CONTAINING: 24.25 ACRES OF LAND, MORE OR LESS



EXHIBIT B Property Map



RECEIVED

Clark County

MAY 04 2022

Dept. of Public Works

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Amee Bahr

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Swanson Property

Grantor: Clark County, Washington

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE, including any
successor agencies.

Abbreviated
Legal

Description: #67 SEC 13 T4N R1E WM (More particularly described in Exhibit "A" (Legal
Description), and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 212161-000

Reference Numbers of Documents Assigned or Released: 5990500 D Warranty Deed
5729448 D Boundary Line Adjustment

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the Salmon Federal Projects Account. Such grant is made pursuant to the Project Agreement



entered into between the Grantor and the Grantee entitled Mason Creek Planning & Acquisition, Project Number 18-1412 signed by the Grantor on the 26th day of February 2019 and the Grantee the 7th day of March 2019 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian restoration. This habitat supports or may support priority species or groups of species including but not limited to coho, steelhead and chum salmon.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
3. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property



prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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GRANTOR:

Clark County, Washington

By: _____

Name: Kathleen Otto

Title: County Manager

Dated this _____ day of _____, 20_____

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Kathleen Otto is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the County Manager for the Grantor, Clark County, Washington and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____.

My commission expires _____.

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FOLLOWS



GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE
SALMON RECOVERY FUNDING BOARD, administered by the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE

By: 

Name: Scott Robinson

Title: Deputy Director

Dated this 20TH day of April, 2022

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott T. Robinson
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and acknowledge
it as the Deputy Director for the Recreation and Conservation Office and to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 04/20/2022

Signed: Lanlalit Nicolai

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 04/18/2025



EXHIBIT A Legal Description

A PARCEL OF LAND LOCATED IN A PORTION OF NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13;

THENCE SOUTH 01°17'45" WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 2085.02 FEET, MORE OR LESS, TO THE CENTERLINE OF THE "EAST FORK OF THE LEWIS RIVER";

THENCE NORTH 71°43'10" EAST, ALONG SAID CENTERLINE, FOR A DISTANCE OF 74.33 FEET, MORE OR LESS

THENCE NORTH 87°34'27" EAST, CONTINUING ALONG SAID CENTERLINE, FOR A DISTANCE OF 26.33 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 80°19'16" EAST, CONTINUING ALONG SAID CENTERLINE, FOR A DISTANCE OF 67.16 FEET; THENCE SOUTH 54°02'20" EAST, CONTINUING ALONG SAID CENTERLINE, FOR A DISTANCE OF 34.52 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 01°36'29" EAST, FOR A DISTANCE OF 1036.93 FEET;

THENCE SOUTH 87°31'14" EAST, FOR A DISTANCE OF 1304.10 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE "BONNEVILLE POWER ADMINISTRATION POWER LINE RIGHT OF WAY (FEE)", AS DESCRIBED AND RECORDED UNDER CLARK COUNTY, WASHINGTON AUDITORS FILE NUMBER E 4186;

THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 87°19'27" EAST, FOR A DISTANCE OF 251.67 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF SAID "BONNEVILLE POWER ADMINISTRATION POWER LINE RIGHT OF WAY (FEE)";

THENCE LEAVING SAID EAST RIGHT OF WAY LINE, SOUTH 78°37'08" EAST, FOR A DISTANCE OF 850.88 FEET;

THENCE NORTH 01°42'04" EAST, FOR A DISTANCE OF 170.78 FEET TO THE SOUTH LINE OF THE "DAVIS" PARCEL AS DESCRIBED AND RECORDED

UNDER CLARK COUNTY, WASHINGTON AUDITORS FILE NUMBER 3986732, SAID POINT HEREINAFTER KNOW AS POINT "A"

THENCE NORTH 78°11'26" WEST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 870.05 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF SAID "BONNEVILLE POWER ADMINISTRATION POWER LINE RIGHT OF WAY (FEE)";

THENCE LEAVING SAID EAST RIGHT OF WAY LINE, NORTH 87°18'14" WEST, ALONG THE WESTERLY EXTENSION OF SAID SOUTH LINE, FOR A DISTANCE OF 251.68 FEET TO THE WEST RIGHT OF WAY LINE OF SAID "BONNEVILLE POWER ADMINISTRATION POWER LINE RIGHT OF WAY (FEE)";



THENCE NORTH 03°55'33" WEST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 399.49 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID "DAVIS" PARCEL;

THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 87°31'14" WEST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1343.10 FEET TO AN ANGLE POINT IN SAID SOUTH LINE;

THENCE SOUTH 01°36'27" WEST, CONTINUING ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1586.77 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO THE EASEMENTS AS DESCRIBED IN THE "DAVIS" PARCEL, AND RECORDED UNDER CLARK COUNTY, WASHINGTON AUDITORS FILE NUMBER 3986732;

TOGETHER WITH AND SUBJECT TO THE FOLLOWING DESCRIBED INGRESS AND EGRESS AND UTILITY EASEMENT;

COMMENCING AT THE AFOREMENTIONED POINT "A"

THENCE NORTH 78°11'26" WEST, ALONG SAID SOUTH LINE OF AFOREMENTIONED "DAVIS" PARCEL, FOR A DISTANCE OF 147.26 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 78°11'26" WEST, CONTINUING ALONG SAID SOUTH LINE, FOR A DISTANCE OF 34.52 FEET;

THENCE LEAVING SAID SOUTH LINE, SOUTH 42°47'23" EAST, FOR A DISTANCE OF 169.75, MORE OR LESS TO THE WEST LINE OF A 60-FOOT

WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED IN THE "DAVIS" PARCEL, AND RECORDED UNDER CLARK COUNTY, WASHINGTON AUDITORS FILE NUMBER 3986732;

THENCE NORTH 01°42'04" EAST, ALONG SAID WEST LINE, FOR A DISTANCE OF 28.54 FEET;

THENCE LEAVING SAID WEST LINE, NORTH 42°47'23" WEST, FOR A DISTANCE OF 121.25 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT: THAT PORTION THEREOF LYING WITHIN BONNEVILLE POWER ADMINISTRATION, POWER LINERIGHT-OF-WAY AS CONDEMNED IN THE DISTRICT COURT OF THE UNITED STATES OF THE WESTERN DISTRICT OF WASHINGTON, SOUTHERN DIVISION, CAUSE NO. 38, AND AS DESCRIBED AND RECORDED UNDER CLARK COUNTY, WASHINGTON AUDITORS FILE NUMBER E 4186;

TOGETHER WITH AND SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

CONTAINING: 23.78 ACRES OF LAND, MORE OR LESS



EXHIBIT B Property Map

